

# **EXHIBIT B**

ARTICLE 1  
NAME OF THE TRUST

- 1.01 - Name of the Trust – This Trust shall be entitled Southern California Medical Profession Association Voluntary Employees' Beneficiary Association Master Trust© (the "Trust") and shall carry into effect the provisions of the Master Plan adopted by an Employer in conjunction herewith. The Trustee hereby agrees to act as Trustee of the Trust and to take, hold, invest, reinvest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.
- 1.02 - Trust Fund – All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All rights, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.
- 1.03 - Deposits – The Trustee shall receive, take and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income there from and any other increment there on shall be held and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contribution to the Plan.

(End of Article 1)

**ARTICLE 5**  
**DUTIES AND POWERS OF THE TRUSTEE**

- 5.01 - Trustee Directions - The Trustee shall hold in trust, administer, invest, reinvest and distribute the Trust Fund, together with all earnings thereon and all increments thereto, provided that written direction is communicated by the Administrator in accordance with the terms of this Master Trust. Any other method of directing the Trustee shall be agreed in writing among the Trustee, the Trustor and the Administrator.
- 5.02 - Investment of Contributions - The Trustee shall receive contributions hereunder in the form of monies required to be paid or otherwise tendered to it hereunder and shall hold, invest and reinvest the same in a collective investment fund or proprietary mutual fund until such time as the Administrator communicates to the Trustee the manner in which the death benefit obligation will be reinsured and the specific Contracts that will be used to secure any obligation of the Plan to pay the benefit.
- 5.03 - Investment Authority - The Administrator shall have the power over and responsibility for the management, disposition and investment of the Trust assets, and the Trustee will comply with proper written directions of the Administrator concerning those assets. The Administrator shall not issue directions in violation of the terms of the Plan and Trust or prohibited by the fiduciary responsibility rules of ERISA. Except to any extent required by ERISA, or otherwise provided in this Trust Agreement, the Trustee shall have no duty or responsibility to review, initiate action, or make recommendations regarding Trust assets and shall retain all such assets until directed in writing by the Administrator to dispose of them. The Trustee, at the written direction of the Administrator shall use and apply the assets comprising the Trust Fund for the following purposes:
- (a) To invest in insurance company Contracts and any collective investment, and said fund, as it may be amended from time to time is hereby made a part of this Trust and the Plan as if set forth a length herein, and money or property of this Trust may be added to the said fund at any time from time to time and its commingling with money and property of other qualified trusts created by others is hereby specifically authorized; the Trustee or its affiliates shall be entitled to receive compensation for providing administration, advisory or other services directly from the collective trust funds in addition to any Trustee's fees received pursuant to this Trust Agreement;
  - (b) To invest in any mutual fund;
  - (c) To make deposits, within the meaning of Section 408(b)(4) of ERISA, with any bank or financial institution, that the deposit in an interest bearing account or a time certificate of deposit bears a reasonable rate of interest;
  - (d) To pay or provide for the payment under Contracts and/or otherwise arrange, all as directed by the Administrator, for the provision of all Benefits and services to which Participants and their Beneficiaries are entitled pursuant to and in accordance with the terms of the Plan;
  - (e) To provide for the payment of all reasonable and necessary expenses incurred in enforcing the rights of the Trust and to provide for the administration of the Trust Fund in accordance with the directions from the Administrator including the employment of such administrative, legal, expert, and clerical assistance, and the purchase or leasing of such facilities, materials, supplies, and equipment as the Trustee, with the consent of the Administrator shall deem necessary or appropriate for such purposes;